MEMORANDUM OF AGREEMENT
BETWEEN THE NAVAJO NATION
ON BEHALF OF THE NAVAJO NATION HUMAN RIGHTS COMMISSION
AND THE CITY OF GALLUP, NEW MEXICO

SECTION I. PREAMBLE

This Memorandum of Agreement (“MOA”) is by and between the Navajo Nation, on behalf of the Navajo Nation Human Rights Commission (“COMMISSION”), pursuant to 2 N.N.C. § 922 and the City of Gallup (“CITY”), a municipal corporation and public agency in the State of New Mexico, located in Gallup, New Mexico pursuant to Section 13-1-98 NMSA 1978 to address the historic issue of race discrimination against Navajo citizens, other indigenous peoples and minorities.

The civil, political, social, cultural and economic history between the United States and the Navajo people and other indigenous peoples is significant, complex and tragic. During the colonial and independent periods, long series of ethno-national conflicts were waged with the primary objective of obtaining the indigenous peoples’ agricultural and mineral resources. Through wars, genocide, forced displacement and the imposition of treaties, land was taken and numerous hardships imposed. Although the federal, state and local governments within the United States now toil to protect the rights of all peoples, indigenous peoples as well as other minorities have needlessly suffered from discrimination.

We must never forget the tragedies inflicted against the Navajo people and other indigenous peoples within the United States individually and collectively and ensure their story is acknowledged and told in their words. Together the COMMISSION and the CITY intend to move forward by acknowledging that racism and other destructive actions were inflicted upon the Navajo and other indigenous peoples and other minorities and this racism continues in America to this day. Those actions and ideas must be eliminated now and forever at every level of government and eventually in the hearts and minds of all peoples.

The CITY is noted for its racial diversity and tolerance as reflected by its treatment of its Japanese-American citizens during World War II. The CITY was originally founded and populated by immigrants who came from every coal-mining region of the Globe: Croatia, Italy, Mexico, Greece, China, Japan, Germany, Wales, and England to service the transcontinental railroad running through the community. The CITY has long occupied a unique relationship with the Navajo Nation and its people, in comparison to other border towns. While that relationship has at times been fraught with tension and animosity, it has usually been characterized by mutual respect and benefit. A recent shining example of the quality and level of cooperation is the successful joint achievement of the Navajo Nation and the CITY in turning the dream of the Navajo/Gallup San Juan Water Pipeline into reality. In order to build upon the past and improve the future, this MOA is entered into with a spirit of multi-cultural harmony.

SECTION II. INTENT

The COMMISSION and the CITY enter into this MOA voluntarily for purposes of strengthening communication and coordinating services that promote healthy, positive community
relations with all peoples visiting, residing or doing business within and around the City of Gallup, New Mexico. The COMMISSION and the CITY will assist in setting standards for healthy, positive community relations dealing with cultural diversity, fairness, integrity and respect to all peoples. The COMMISSION and the CITY will encourage and promote mutual self-respect between all peoples through a variety of coordinated activities that support the mission of both organizations. Therefore, this MOA will provide guidance as the COMMISSION and the CITY collectively address race relations.

SECTION III. GENERAL PROVISIONS

1. It is in the best interests of the Navajo Nation and the City of Gallup to authorize the COMMISSION and the CITY to proceed in a cooperative effort with the planning and development of joint strategies and activities that address race relations; and

2. The COMMISSION is a governmental entity that serves as a liaison for the Navajo Nation. The duties and responsibilities of each party pursuant to this MOA shall be consistent with all applicable international, federal, state, local and Navajo Nation laws; and

3. It is understood that the COMMISSION and the CITY may from time-to-time refrain from addressing issues that are outside the scope of this agreement. The COMMISSION is established to address not only race relations, but other human rights issues, inter alia, the right to practice cultural beliefs; and

4. The COMMISSION and the CITY are committed to working together harmoniously in the best interests of the Navajo Nation and the City of Gallup to resolve issues affecting the implementation of this MOA and are committed to a project that will result in fair and equitable treatment to all citizens and visitors of the Navajo Nation and the City of Gallup; and

5. The COMMISSION and the CITY are committed to providing joint-training sessions to interested citizens and organizations that will cultivate a mutual understanding and respect for all peoples, regardless of race, gender orientation and/or religious beliefs; and

6. The COMMISSION and the CITY will establish joint procedures for developing and providing public/media educational activities, including providing bi-lingual support when appropriate; and

7. The COMMISSION and the CITY are committed to work together to resolve complaints that impact the Navajo Nation and the City of Gallup, recognizing that there may be circumstance in which there are restrictions on the release of information by either party, which circumstance will be disclosed to the other party, with a goal of ensuring objectivity when receiving and reviewing complaints, information received during public hearings and facts discovered during an investigation process that impact the Navajo Nation and the City of Gallup;

8. The COMMISSION and the CITY shall resolve all disputes and disagreements regarding this MOA administratively pursuant to the terms of this agreement; and
9. This MOA does not create any substantive or procedural right or benefit, civil or criminal, in favor of any person or entity not a party hereto, nor does it create a duty to respond not otherwise imposed by law.

SECTION IV. EFFECTIVE DATE

The effective date of this MOA shall be the date of the last signature below and shall remain in effect until otherwise terminated in accordance with the terms of this MOA.

SECTION V. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect until and unless terminated by either the COMMISSION or the CITY as provided in this Agreement.

SECTION VI. AMENDMENTS

This MOA shall not be amended except by an instrument executed in writing by the signatories below and attached to this MOA.

SECTION VII. NOTICE

Any notice required or permitted to be given under this MOA shall be deemed sufficient if given in writing and sent by registered or certified mail.

In the case of the COMMISSION, notices shall be sent to:

Leonard Gorman, Executive Director
Navajo Nation Human Rights Commission
Post Office Box 1689
Window Rock, Arizona 86515

In the case of the CITY, notices shall be sent to:

Harry H. Mendoza, Mayor
City of Gallup
110 West Aztec Avenue
Post Office Box 1270
Gallup, New Mexico 87305-1270

SECTION VIII. REVOCATION OF AGREEMENT

The COMMISSION or the CITY may terminate this MOA at any time and without cause by providing ninety (90) calendar days’ written notice by registered or certified mail return receipt requested. The termination of this MOA shall be effective ninety (90) calendar days after notice is officially received.
SECTION IX. PAYMENT

This is a no-cost MOA. The COMMISSION and the CITY shall be solely responsible for their own costs unless for purposes of promoting and conducting activities and events in accordance with this MOA and agreed to by the COMMISSION and the CITY at a duly called joint meeting.

SECTION X. INDEMNIFICATION

1. To the extent permitted by law, the CITY shall indemnify and hold the members of the COMMISSION, jointly and severally, harmless for the effects and consequences of their acts, omissions, and conduct in their official capacity, provided that such acts, omissions or conduct arise in the COMMISSION’s official capacity and in the scope of the enumerated authority. Effects and consequences resulting from their own willful misconduct, breach of good faith, or gross negligence in the performance of their duties shall not be indemnified. The foregoing right or indemnification shall not be exclusive of other rights to which each such member may be entitled as a matter of law or waive any immunities conferred by applicable law; and

2. The COMMISSION shall indemnify and hold the members of the CITY, jointly and severally, harmless for the effects and consequences of their acts, omissions, and conduct in their official capacity, provided that such acts, omissions or conduct arise in the CITY’s official capacity and in the scope of the enumerated authority. Effects and consequences resulting from their own willful misconduct, breach of good faith, or gross negligence in the performance of their duties shall not be indemnified. The foregoing right or indemnification shall not be exclusive of other rights to which each such member may be entitled as a matter of law or waive any immunities conferred by applicable law.

SECTION XI. ANNUAL MEETINGS

The COMMISSION or the CITY shall meet regularly once a year to review joint initiatives and activities of the parties to ensure the intent of this MOA is fully implemented and to ensure the goals of this MOA are achieved.
SECTION XII. SOVEREIGN IMMUNITY

Nothing contained in this MOA, either expressly or implied, waives the sovereign immunity of the Navajo Nation or the City of Gallup, New Mexico.

IN WITNESS THEREOF, the COMMISSION and the CITY have duly executed this MOA pursuant to the lawful authority of the Navajo Nation and the City of Gallup, New Mexico.

THE NAVAJO NATION                  CITY OF GALLUP

By: _______________________________  By: _______________________________
    Lawrence T. Morgan, Speaker      Harry H. Mendoza, Mayor
    The Navajo Nation Council       City of Gallup

Date: _______________________________  Date: _______________________________

By: _______________________________
    Duane H. Yazzie, Chairperson
    Navajo Nation Human Rights Commission

Date: _______________________________

WITNESS: ___________________________  Date: _______________________________
    Grace Sage Musser, Ph.D
    Community Relations Service Consolation Specialist
    USDOJ – Region VIII
    U.S. Department of Justice
    1244 Speer Blvd. Suite 650
    Denver, Colorado 80204